Fulton County Board of Commissioners

Agenda Item Summary: Item #10-0559

BOC Meeting Date
05/19/2010

Requesting Agency
Emergency Communications E-911

Commission Districts Affected
ALL

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to award contract without competition - **Emergency Communications E-911 Department**, in the amount of $46,153.59 with Fleetwood Leasing, L.L.C. (Summit, NJ) for maintenance of the Nicelog I Voice Recording System. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Fulton County Purchasing code Section 2-319 and BOC Policy and Procedure #800-11 – (Basis for Conditions Allowing Award of Contract without Competition), after following the procedure as stated in P&P #800-11, and the Purchasing Department having determined that there is only one source available for the required supply, service, or construction item, this request is forwarded to the County Manager for review and approval and presentation to the Board of Commissioners for final approval.

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

☐ **Yes** ☒ **No**

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

The Emergency Communications E-911 requests approval to award contract without competition for the maintenance of the Nicelog I Voice Recording System. The recording system is a vital element of the Fulton County Emergency Communications E-911 Center for which it records trunked radio systems that store the call audio and call data separately. The voice logger is a device or program used to record information for telephones, radios, and other sources for storage on a computer's hard drive removable media.

The Emergency Communications E-911 is responsible for the reproduction of data recording for the Open Records Act. Emergency Communications currently utilizes the Dictaphone Freedom system that is approaching its end-of-life for voice logging. The Freedom System is a product developed by Dictaphone and is at least 11 years old. The Nicelog Voice Recording System is critical to the operation of the 9-1-1 center. A maintenance agreement to maintain and service the Nicelog Voice Recording System will reduce the likelihood of failure.

Fiscal Impact / Funding Source *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

340-333-3333-1111: The Emergency Telephone System, Emergency Communications 911, Office Equipment Repair & Maintenance, $46,153.59

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Justification and Approval for Allowing Award of Contract Without Competition
Exhibit 2: Contractor Performance Report
Exhibit 3: Agreement

Source of Additional Information *(Type Name, Title, Agency and Phone)*

Angela J. Barrett, Director Emergency Communications Department, 404-730-7904

Agency Director Approval		County Manager's Approval
Typed Name and Title Cecil S. Moore, Director of Purchasing	**Phone** 404-612-5810	
Signature Cecil S. Moore	**Date** 5-7-10	

Revised 03/12/09 (Previous versions are obsolete)

Source of Additional Information *(Type Name, Title, Agency and Phone)*

Angela J. Barrett, Director Emergency Communications Department, 404-730-7904

FULTON COUNTY BOARD OF COMMISSIONERS

Agenda Approval & Routing Form

Contract Attached:	Previous Contracts:	Procurement Type:	Proposed Action:
Yes	Yes	Sole Source Agreement	Renewal
Solicitation Number:	**Submitting Agency:**	**Staff Contact:**	**Contact Phone:**
	Emergency Communications E-911	Angela J. Barrett	404-730-7904

Description: Nicelog I Voice Recording System Maintenance

CONTRACTOR INFORMATION

Other Contract Party(s):

Solicitation Information	NON-MFBE	MFBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				

Prime Contractor Information:
Contractor Type: Non M/FBE
Name: Fleetwood Leasing, L.L.C.
Address: 25 DeForest Avenue, Suite 305
City: Summit State: NJ Zip: 07901
Contact Name: Clyde Eller Phone: 704-876-6817
Start Date: 06/1/2010 End Date: 05/31/2011
Upon Approval: ☐
Amount: $46,153.59

Subcontractor Information:
Contractor Type: Select One
Name:
Address:
City: State: Zip:
Contact Name: Phone:
Start Date: End Date: Upon Approval: ☐
Amount:

FINANCIAL SUMMARY

Total Contract Value:
Original Approved Amount: $46,153.59
Previous Adjustments:
This Request: $46,153.59
TOTAL: $46,153.39

MBE/FBE Participation:
Amount: %:
Amount: %:
Amount %:
Amount: %:

Grant Information Summary:
Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account #:

Funding Line 1:	Funding Line 2:	Funding Line 3:	Funding Line 4:
340-333-3333-1111			

KEY CONTRACT TERMS

Start Date:	End Date:	Contract Type:	Payment Terms:
06/01/2010	05/31/2011	Renewal	Annual Payments

Cost Adjustment:	Renewal/Extension Terms:	Termination Provisions:

ROUTING & APPROVALS

☒	Originating Department:		Date: 4/28/10
☒	County Attorney:		Date: 4-28-10
☒	Information Technology:		Date: 4/28/10
☐	General Services:		Date:
☐	Risk Management:		Date:
☐	Grants Management:		Date:
☒	Purchasing/Contract Compliance:		Date: 5-7-10
☒	Finance/Budget:		Date: 04/28/10

EXHIBIT 1

JUSTIFICATION AND APPROVAL FOR ALLOWING AWARD OF CONTRACT WITHOUT COMPETITION

(Section A must be completed by the User Department and then submitted to the Department of Purchasing & Contract Compliance)

SECTION A

Department: *Emergency Communications 911*

Department Contact: *Latisha Schofield*

Description of Supplies/Services: *Maintenance Services for the Dictaphone Recording System*

Demonstration of Contractor's Unique Qualifications: This vendor is the manufacturer of this recording system and is the only vendor capable of providing maintenance services for this equipment.

(Section B must be completed by the Department of Purchasing & Contract Compliance)

SECTION B

MARKET SURVEY

Results of Market Survey: No other vendors can provide maintenance for this equipment. If another vendor were to work on this system, the original manufacturer's warranty would be voided.

Date Public Notice posted on website: April 30, 2010

Date Public Notice closed: May 5, 2010

REVIEW OF OFFER(S)

Were any offers received (Y/N): No

Number of offers received: None

Respondents: None

Date Offers submitted to User Department for review: Not Applicable

User Department review and recommendation: Award to Fleetwood Financial, A Division of IDB Leasing, Inc.

Purchasing Agent review and recommendation: Award to Fleetwood Financial, A Division of IDB Leasing, Inc.

CERTIFICATION

Having conducted a good faith review of source availability regarding the materials, goods and or services stipulated herein, subsequent to consultation with the County Manager and the recommendation of the User Department, it has been determined that there is only one source available for the required work, labor or service to be done or the supplies, materials, or equipment to be furnished. Per the Fulton County Code of Ordinances §2-319, Conditions allowing for award of contract without competition.

I, Cecil S. Moore, Director, certify that the facts and representations under my cognizance which are included in this justification and its supporting documentation which form the basis for this justification are complete and accurate.

Cecil S. Moore
Director

5-12-10
Date

I, Zachary Williams, County Manager, certify that the facts and representations under my cognizance which are included in this justification and its supporting documentation which form the basis for this justification are complete and accurate.

Zachary Williams
County Manager

5-12-10
Date

FULTON COUNTY

DEVELOPMENT AND PUBLIC SAFETY AGENCY
INTEROFFICE MEMORANDUM

TO: Cecil Moore, Director
Purchasing & Contract Compliance Department

FROM: Angela J. Barrett, Director
Emergency Communications Department

DATE: April 21, 2010

SUBJECT: Nicelog I Voice Recording System

Please accept this memorandum as a request to place the Nicelog I Voice Recording System with Fleetwood Leasing, L.L.C., as an award of contract without competition on the Board of Commissioner's agenda for May 19, 2010.

The Nicelog I Voice Recording System is a vital element of the Fulton County Emergency Communications Center. The reliability is critical to achieving the vision, which is customer satisfaction.

If you have any questions or need additional information, please contact me at (404) 730-7904.

AJB/lls

NICE®

April 16, 2010

Fulton County Emergency Communications Department
130 Peachtree St. SW, Suite 3147
Atlanta, Ga. 30303

There are several unique features of the Nice Logging Recorder that justify making it a sole-source product. These features include:

- Nice is the only recorder on the market to ever be tested and verified for performance by Motorola for operation with their trunked radio systems without the use of de-trunking (LORI/LOMI) cards.
- Nice is the only major vendor which can record trunked radio systems that store the call audio and call data separately. This method (verses annotating call audio with call data within the recorder database) provides much higher throughput, and will handle much higher call volumes.
- Nice is the only recording vendor that can provide the following information in an icon format within a visual scenario reconstruction of multiple radio transmissions (trunked interface required):
  - -Emergency Transmissions
  - -Status Messaging
  - -Supergroup/Multi-Select (visually displays the which groups belonged and which participated)
  - -Busy Status (denied push-to-talk)
- Encrypted audio format on both the permanent and removable media for optimal security.
- The recorder operating system is not accessible from the network. This is a strong security advantage to prevent hacker/virus infiltration.
- A Packet Based recording engine to optimize performance, and make retrieval of audio and call information efficient and secure.
- The Nice recorder will automatically re-boot when power is restored. Other recorders often require a manual re-boot which could cause extensive down time when power is restored.
- All calls are recorded in their native format. AGC (Automatic Gain Control) is added only on the replay portion of the system with an easy on and off toggle. This ensures that calls are kept in their pristine format and the call integrity is intact.

Cordially:

Clyde Eller
Sales Manager
Nice Systems Inc.

CELEBRATES 20 YEARS
Insight from interactions

Submit Close Print View Powered by:

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End		Contract Period Start	Contract Period End
1/1/2010	3/31/2010		6/1/2009	5/31/2010
PO Number				**PO Date**
333-09SC65753YC-AP				7/8/2009
Department	**EMERGENCY SERVICES**			
Bid Number	**SOLE SOURCE**	**Service Commodity**	**Upgrade to voice Recording Syst...**	
Contractor	**Fleetwood Leasing, LLC**			Reset

0 = Unsatisfactory *Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.*

1 = Poor *Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.*

2 = Satisfactory *Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.*

3 = Good *Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.*

4 = Excellent *Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.*

1. Quality of Good/Services (- Adhered to Work Plan - Technical Requirements Met - Reports/Administration Prompt - Personnel Assigned)

Comments:

( ) 0 ( ) 1 ( ) 2 (•) 3 ( ) 4

The NICE technical support team are providing support on the current analog Dictaphone system (which is past end-of-life) while we are preparing to upgrade to their new NICE digital recording system. There are only a few support personell still familiar with the older system, so support response is good, but not excellent. Support is currently handled on a best effort basis.

2. Timeliness of Performance (- Were Milestones Met as Scheduled - Displayed Reliability - On Time Completion/No Delays - Efficient Use of Manpower and resources)

Comments:

( ) 0 ( ) 1 (•) 2 ( ) 3 ( ) 4

The support response on the older analog system is usually 2-4 hours. This is slower than desired, but is satisfactory since the current system is past its normal life. We would anticipate (and expect) much faster response times once the new digital recording system is installed and functional.

3. Business Relations (- Responsiveness to Inquires - Prompt Problem Notifications)

Comments:

( ) 0 ( ) 1 ( ) 2 (•) 3 ( ) 4

Overall the company does a good job of answering the initial call for support within a couple of minutes. The delay comes when waiting for the technician to call back. Since the current system is not officially supported, this is a good response time.

4. Customer Satisfaction (- Scope of Services Delivered - Met User Quality Requirements - Met all Industry Standards - Within Budget/Cost Estimate - Proper Invoicing)

Comments:

- ( ) 0
- ( ) 1
- (•) 2
- ( ) 3
- ( ) 4

The project to upgrade to the new digital system apparently has been in process for quite some time due to contract issue. Now that the issue is resolved, We're expecting them to expedite our project to migrate to the supported equipment. When that happens, then our satisfaction will improve. As of this moment; however, we have only a satisfactory rating for this vendor.

5. Contractors Key Personnel (- Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

Comments:

- ( ) 0
- ( ) 1
- (•) 2
- ( ) 3
- ( ) 4

The company has occassionally been a challenge to deal with. Some verbal agreements for information or services are difficult to get in writing. Some of the equipment lists needed for projects are incomplete or contested. Support for older products is difficult to obtain or takes longer than expected. A new project with this vendor, which had stalled for an extended period of time, is now underway. Our hope is that the vendor relationship will improve when we are utilizing their current product line instead of an outdated product line. However, at this time, we only feel comfortable giving this vendor only a satisfactory overall rating.

Overall Performance Rating:	2.4		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) (•) Yes ( ) No		Rating completed by:	Mark.Tursich
Department Head Name	**Department Head Signature**		**Date**
Angela J. Barrett	Angela Barrett		4/14/2010

Submit Close Print View

FLEETWOOD LEASING, L.L.C. EXHIBIT C

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
PHONE: (800) 828-6222
FACSIMILE: (908) 222-2207

YOU

Full Legal Name Fulton County				Phone Number
DBA Name (if any)				Purchase Order Requisition Number
Billing Address 130 Peachtree Street SW, Suite 3147	City Atlanta	State GA	Zip 30303	Send Invoice to Attention of:

EQUIPMENT INFORMATION

Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule if Necessary)
			DIGITAL LOGGING RECORDER AS FURTHER DESCRIBED ON EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Equipment Location (if not same as above)	City	State	Zip
Fulton County Emergency Services, 130 Peachtree Street SW, Suite 3147	Atlanta	GA	30303

PAYMENT INFORMATION

Number of Lease Payments:	Lease Payments:
FIVE (5)	1 payment @ $34,438.80 followed by 4 payments @ $46,153.59 (plus applicable taxes)
Full Lease Term (in Months):	Payment Frequency:
SIXTY (60)	☐ Monthly ☐ Quarterly ☐ Semiannually ☒ Annually ☐ Other _____ End of Lease Option: $1

NON-QUALIFIED TAX-EXEMPT

By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed $10,000,000.

☐ Bank Qualification Elected

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. W "YOU" and "YOUR" refer to the "Lessee" and the words "WE," US" and "OUR" refer to Fleetwood Leasing, L.L.C., its successors and assigns, as the "Lessor" of the Equipment.

1. LEASE: WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, rep additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM: This Lease is effective on the date that it is accepted and signed by US (the "Commencement Date") and continues thereafter for an original term ("Original Term") en at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YC budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal T until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursua Section 5 or Section 17. Lease Payments will be due upon Commencement Date until the balance of the Lease Payments and any additional Lease Payments or exper chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, inter YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterc except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amo permitted by law, whichever is less, from such date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereun YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial off shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that por of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purp during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Rene Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at leas days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Tern Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the locatior locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCE FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE F SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTI FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY A DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. DELIVERY AND ACCEPTANCE. YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPME (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY A ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHO VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

ASSIGNMENT

YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.

You acknowledge that the leased equipment is: ☐ NEW ☐ USED

Signature | Date

Print Name

Title

FOR:
Legal Name of Lessee
FULTON COUNTY
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

ASSIGNMENT

Lessor Signature | Date

Print Name
Joseph F. X. O' Sullivan
Title
Member
FOR:
FLEETWOOD LEASING, L.L.C.

Lease Number
7047-000
Lease Commencement Date

Vendor I.D. Number

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be effective until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least $100,000 per person and $300,000 per occurrence or bodily injury and $50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of $25.00 for a check that is returned for any reason; ar require that YOU return the Equipment to US and, if YOU fail to return the Equipment, ent upon the premises peaceably with or without legal process where the Equipment is locate and repossess the Equipment. Such return or repossession of the Equipment will n constitute a termination of this Lease unless WE expressly notify YOU in writing. If th Equipment is returned or repossessed by US and unless WE have terminated this Leas WE will sell or re-rent the Equipment to any persons with any terms WE determine, at or or more public or private sales, with or without notice to YOU, and apply the net proceed after deducting the costs and expenses of such sale or re-rent, to YOUR obligations wi YOU remaining liable for any deficiency and with any excess over the amounts described this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with th enforcement of any remedies, including all expenses of repossessing, storing, shippin repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the optic to purchase all but not less than all of the Equipment (a) on the date the last Leas Payment is due (assuming this Lease is renewed at the end of the Original Term and eac Renewal Term), if this Lease is still in effect on that day, upon payment in full of Leas Payments and all other amounts then due and the payment of One Dollar to US; (b) on th last day of the Original Term or any Renewal Term then in effect, upon at least 60 day prior written notice to US and payment in full to US of the Lease Payments and all oth amounts then due plus the then applicable Purchase Price set forth on the Lease Payme Schedule; or (c) if substantial damage to or destruction or condemnation of substantially a of the Equipment has occurred, on the day specified in YOUR written notice to US YOUR exercise of the purchase option upon at least 60 days' prior notice to US ar payment in full to US of the Lease Payments and all other amounts then due plus the the applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent a follows: (a) YOU are a public body corporate and politic duly organized and existing und the constitution and laws of YOUR State with full power and authority to enter into th Lease and the transactions contemplated hereby and to perform all of YOUR obligation hereunder; (b) YOU have duly authorized the execution and delivery of this Lease b proper action by YOUR governing body at a meeting duly called, regularly convened an attended throughout by the requisite majority of the members thereof or by oth appropriate official approval, and all requirements have been met and procedures hav occurred in order to ensure the validity and enforceability of this Lease; (c) YOU hav complied with such public bidding requirements as may be applicable to this Lease and th acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals governmental bodies or agencies required in connection with the execution and delivery b YOU of this Lease or in connection with the carrying out by YOU of YOUR obligation hereunder have been obtained; (e) this Lease constitutes the legal, valid and bindin obligation of YOU enforceable in accordance with its terms, except to the extent limited b applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' right generally; (f) YOU have, in accordance with the requirements of law, fully budgeted an appropriated sufficient funds for the current budget year to make the Lease Payment scheduled to come due during the current budget year and to meet YOUR other obligation under this Lease for the current budget year, and those funds have not been expended fo other purposes; (g) the Equipment is essential to YOUR functions or to the services YO provide to YOUR citizens, YOU have an immediate need for the Equipment and expect t make immediate use of the Equipment, YOUR need for the Equipment is not temporar and YOU do not expect the need for any item of the Equipment to diminish in th foreseeable future, including the Full Lease Term, and the Equipment will be used by YO only for the purpose of performing one or more of YOUR governmental or proprietar functions consistent with the permissible scope of YOUR authority and will not be used i the trade or business of any other entity or person; and (h) YOU have never failed t appropriate or otherwise make available funds sufficient to pay rental or other payment coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file financing statement with respect to the Equipment. If WE feel it is necessary, YOU agre to submit financial statements (audited if available) on a quarterly basis.

20. UCC – ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Leas as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YO acknowledge that WE have given YOU the name of the Supplier of the Equipment. Wt hereby notify YOU that YOU may have rights under the contract with the Supplier and YO may contact the Supplier for a description of any rights or warranties that YOU may hav under this supply contract. YOU also waive any and all rights and remedies granted YO under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Interna Revenue Code of 1986, as amended, including without limitation Sections 103 and 14 thereof, and the applicable regulations thereunder to maintain the exclusion of the interes portion of the Lease Payments from gross income for purposes of federal income taxation.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box o the front page of this Lease YOU and all YOUR subordinate entities will not issue in exces of $10,000,000 of qualified tax-exempt obligations (including this Lease but excludin private activity bonds other than qualified 501(c)(3) bonds) during the calendar year i which WE fund this Lease without first obtaining an opinion of nationally recognize counsel in the area of tax-exempt municipal obligations acceptable to US that th designation of this Lease as a "qualified tax-exempt obligation" will not be adversel affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed an construed in accordance with the laws of the state where YOU are located. To the exten permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains th entire agreement and understanding. No agreements or understandings are binding on th parties unless set forth in writing and signed by the parties. Any provision of this Leas which for any reason may be held unenforceable in any jurisdiction shall, as to suc jurisdiction, be ineffective without invaliding the remaining provisions of this Lease. THI LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST O LESS THAN $1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Leas with facsimile signatures may be treated as an original and will be admissible as evidenc of this Lease.

Initials X _____

[Address]

Re: State and Local Government Lease-Purchase Agreement #7047-000 dated (the "Agreement") between Fulton County ("Lessee") and Fleetwood Leasing, L.L.C. ("Lessor")

Ladies and Gentlemen:

We have acted as counsel to Lessee with respect to the Agreement described above and various related matters, and in this capacity have reviewed a duplicate original or certified copy thereof (the "Agreement"). The terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Agreement. Based upon the examination of these and such other documents as we have deemed relevant, it is our opinion that:

1. Lessee is a political subdivision of the State of Georgia (the "State") within the meaning Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has the power under applicable law to enter into the Agreement, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Agreement has been duly authorized, executed and delivered by and on behalf of Lessee, and is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

4. The authorization and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Agreement and the appropriation of monies to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitution, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no limitation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee, the authority of Lessee or its officers or its employees to enter into the Agreement, the proper authorization and/or execution of the Agreement or the documents contemplated thereby, or the ability of Lessee otherwise to perform its obligations under the Agreement and the transactions contemplated thereby.

7. The Equipment is personal property, and when used by Lessee will not be or become fixtures under the laws of the State. Assuming that the Equipment within the State of Georgia is located only at Lessee's facility in Fulton County, Georgia, then the Financing Statements should be filed with the Secretary of State of the State of

Georgia at the following address: Secretary of State, State Capitol, ATTENTION: UCC Department.

8. A Resolution of the Board of Directors of Lessee was duly and validly adopted by such governing body on _____, and such resolution has not been amended, modified, supplemented or repealed, and remains in full force and effect.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Agreement, but only with regard to matters specifically set forth herein.

Very truly yours,

Form **8038-GC**

(Rev. November 2000)

Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

► **Under Internal Revenue Code section 149(e)**

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority Check box if **Amended Return** ► ☐

1	Issuer's name Fulton County	2 **Issuer's employer identification number**
3	Number and street (or P.O. box if mail is not delivered to street address) 130 Peachtree Street SW, Suite 3147	Room/suite
4	City, town, or post office, state, and ZIP code Atlanta, GA 30303	5 Report number 5
6	Name and title of officer or legal representative whom the IRS may call for more information	7 Telephone number of officer or legal representative ( )

Part II Description of Obligations Check if reporting: a single issue ☐ or on a consolidated basis ☐.

8a	Issue price of obligation(s) (see instructions)	8a	
b	Issue date (single issue) **or** calendar year (consolidated) (see instructions) ►		
9	Amount of the reported obligation(s) on line 8a:		
a	Used to refund prior issue(s)	9a	
b	Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank)	9b	
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	►	☐
11	If any obligation is in the form of a lease or installment sale, check this box	►	☑
12	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box	►	☐

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

► _____ Issuer's authorized representative — Date ► _____ Type or print name and title

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file **Form 8038-G,** Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 12 instructions).

Filing a consolidated return. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a **separate return,** file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a **consolidated return,** file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "This Statement Is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See **Where To File** below.

Where To File

File Form 8038-GC, and any attachments, with the Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use **Form 8038-T,** Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use **Form 8038,** Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**

• More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, **and**

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. If this is an amended Form 8038-GC, check the amended return box. Complete Part I and only those lines of Form 8038-GC that are being amended. Do not amend estimated amounts previously reported once the actual amounts are determined. (See the Part II instructions below.)

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on **Form SS-4,** Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, write "Applied for" in the space for the EIN.

Line 5. After the preprinted 5, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 534, 535, etc.).

Part II—Description of Obligations

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued.

Lines 9a and 9b. For line 9a, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Both line 9a and 9b may apply to a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 11. Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Line 12. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	1 hr., 58 min.
Preparing the form	3 hr., 3 min.
Copying, assembling, and sending the form to the IRS . .	16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. **Do not** send the form to this address. Instead, see **Where To File** on page 1.

CERTIFICATE OF CLERK OR SECRETARY

- The undersigned,_____, do certify that the following named person(s) has been designated and appointed to the offices(s) indicated below, that said person(s) continues to hold the office at this time and that the signature(s) below are genuine.

NAME	SIGNATURE	TITLE
_____	_____	_____
(The person signing the Lease)		

- The person(s) designated to serve in the above-entitled capacity and executed the State and Local Government Lease-Purchase Agreement # 7047-000, ("the Lease") by and between Fleetwood Leasing, L.L.C. ("Lessor") and Fulton County ("Lessee") on behalf of Lessee and whose genuine signature appears thereon, is a duly qualified and acting officer of the Lessee as stated beneath his/her signature and has been authorized to execute the Lease.

By: X_____
(SIGNATURE OF SECRETARY OR OTHER CORP. OFFICER)
(IF AUTHORIZED SIGNED OF DOCUMENTS IS SECRETARY OR CLERK, PLEASE HAVE THIS SECTION EXECUTED BY A DIFFERENT BOARD MEMBER)

_____
(NAME & TITLE – Printed or Typed)

Date:_____

LEASE PAYMENT SCHEDULE

Original Balance: $91,712.00
Total Number of Payments: FIVE (5)
Number of Payments per Year: ONE (1)

Payment Number	Total Payment	Maintenance Payment	Rental Payment	Applied to Interest	Applied to Principal	Balance
1	34,438.80	21,350.20	13,088.60	0.00	13,088.60	78,623.40
2	46,153.59	21,350.20	24,803.39	7,862.34	16,941.05	61,682.35
3	46,153.59	21,350.20	24,803.39	6,168.24	18,635.15	43,047.20
4	46,153.59	21,350.20	24,803.39	4,304.72	20,498.67	22,548.53
5	46,153.59	21,350.20	24,803.39	2,254.86	22,548.53	0.00
Grand Totals	219,053.16	106,751.00	112,302.16	20,590.16	91,712.00	

FULTON COUNTY

X _____
Signature

_____
Typed Name and Title

ESSENTIAL USE/SOURCE OF FUNDS LETTER

RE: State and Local Government Lease-Purchase Agreement ("Lease") dated _____ by and between **FLEETWOOD LEASING, L.L.C.** ("Lessor") and **FULTON COUNTY** ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope or our authority. Specifically, such Equipment was selected by us to be used as follows: _____

_____

_____

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is _____ years.

Our source of funds for payments of the rent due under the Lease for the current fiscal year is _____ We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: _____

_____

LESSEE:

FULTON COUNTY _____

By: X _____
(Authorized Signature)

_____
(Name and Title – printed or typed)

Date: _____

Fleetwood Leasing, L.L.C.

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between FULTON COUNTY

_____, Lessee, and FLEETWOOD LEASING, L.L.C., Lessor

Lease Number 7047-000 Lease Dated _____

Leased equipment shall be located at Fulton County Emergency Services

130 Peachtree Street SW, Suite 3147, Atlanta, GA 30303

DESCRIPTION OF EQUIPMENT. (Describe fully, giving Manufacturer, Equipment, Model and Serial Numbers) Lessee authorizes Lessor to reflect any reconfiguration of the Equipment by altering the Description of Equipment as described herein:

1	PSBAS-96A	96 Channel NiceLog® Bundle Includes: ► Recording platform (Voice Logger) Including NiceLog® V8.9 SW ► Total of 34000 hours on line ► Hot-swappable redundant Power Supply ► On/Off hook detection ► DTMF detection (for analog telephony interface only) ► Beep tone insertion for analog interface Loggers ► Generic OS SNMP Agent ► 0er ID (for analog telephony interface only) ► G729 Compression ► DTMF ROD (for analog telephony interface only)
1	PSDVD-2-89	Dual DVD Drives - 2440 Hours per DVD
12	ANALOG8	8 Channels - Analog interface
1	EXT-SQCH	Activity detection by external trigger (squelch) (per 24 inputs)
1	LOWZ2	600 Ohm impedance on analog inputs (per 24 inputs)
4	CA04	Open-leads cable for up to 24 extensions - 10m long
1	PSSR-BAS-BND	Applications bundle for Public Safety ► Applications Bundle for Public Safety ► 3 x Scenario Replay User Licenses ► 5 x LMR - Seat (position) Licenses (Last Message Replay) ► 3 x NICE Monitor User Licenses ► Single Supervision User License ► Single NICE Administrator User License ► User's Manual CD"
8	NAP-SRU	Scenario Replay Application Licenses
1	CD-89-ANI/ALI	ANI-ALI Annotator
1	CSTRCK-SNMP2	Castle Rock SNMP Solution
1	NCLS89-SW-SRV	NiceCLS™ Basic Server (SW Only)
2	NCLS89-REC	NiceCLS™ Server license (per 50 seats)
1	NCLS89-TOTAL	Total recording Software license (per NiceCLS™ Server)
1	NCLS89-FIXED SEATING	NiceCLS™ configured with Fixed Seating support
1	CD-89-CVOX	Logger activity detection driver

FULTON COUNTY
(LESSEE)

BY: X _____
(TITLE)

FLEETWOOD LEASING, L.L.C.
(LESSOR)

BY: X _____
(TITLE)

Fleetwood Leasing, L.L.C.

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between FULTON COUNTY, Lessee, and FLEETWOOD LEASING, L.L.C., Lessor

Lease Number 7047-000 Lease Dated _____

Leased equipment shall be located at Fulton County Emergency Services
130 Peachtree Street SW, Suite 3147, Atlanta, GA 30303

DESCRIPTION OF EQUIPMENT. (Describe fully, giving Manufacturer, Equipment, Model and Serial Numbers) Lessee authorizes Lessor to reflect any reconfiguration of the Equipment by altering the Description of Equipment as described herein:

1	PS-RAILS-HW1	Logger Sliding Rails
1	PS-IN-RPI02-PS	NiceLog® Installation, 49 - 168 channels, 8 to 5 M-F Local Time
1	PS-IN-ASC01-PS	Installation, setup and configuration of Stand-Alone NiceCLS™ Server with a Single Driver, 8 to 5 M-F Local Time. Software Only or COTS. No Trunked Radio.
5	PS-IN-ASC010-PS	Installation, setup and configuration of Software installation per workstation includes all required NICE software: Administrator, Supervision, Scenario Replay, LMR, etc.
1	PS-PM-PM1-PS	"Remote Project Management Basic Management Fee per Site Includes: - Standard Project Plan - Standard Statement of Work - Pre-Installation Teleconference - Project Kickoff Teleconference - Mid-way Project Management Teleconference - Debriefing"
1	PS-TR-EU01-PS	NiceLog System Administration Training. Maximum of 6 students. Single Day. Instructor led training held at client site covering features of client's recording solution. Includes System Administration, Supervision, Monitor, Query, optional Reports Package
1	PS-IN-VAR05-PS	Setup of SNMP Traps and SNMP Management Consoles - Castlerock
1	SHIPPING	Shipping of hardware and software (FOB Destination)
1	SP-CO-MAIN05-PS-SLA	Gold Maintenance Coverage: 24 X 7 for Remote Critical. Other Priority: Monday to Friday, 8am to 5pm Local. Initial Telephone Response: 1 Hour. On Site Response for Priority One: 4 hours

MAINTENANCE, 5 YEARS TOTAL

FULTON COUNTY
(LESSEE)

BY: X _____
(TITLE)

FLEETWOOD LEASING, L.L.C.
(LESSOR)

BY: X _____
(TITLE)

Fleetwood
Leasing, L.L.C.

(DATE)

Gentlemen:

This is to advise you that _____
INSURANCE AGENT INSURANCE COMPANY

_____
ADDRESS CITY STATE ZIP

_____ is my authorized insurance agent.
TELEPHONE NO. (Area Code)

The above agent will provide a binder or Certificate of Insurance, followed by the original policy showing the coverage provided, the expiration date, policy number and the equipment covered. We understand your insurance requirements are as follows:

LIABILITY INSURANCE - Fleetwood Leasing, L.L.C. and its assigns as their interests may appear MUST BE NAMED AS ADDITIONAL INSURED AS ITS INTEREST APPEAR:

Bodily Injury -
Property Damage -

PHYSICAL DAMAGE INSURANCE - Fleetwood Leasing, L.L.C. and its assigns as their interests may appear NAMED AS LOSS PAYEE:

Fire and extended coverage, including theft, vandalism, malicious mischief, etc. This insurance is required in an amount equal to your equipment cost.

DESCRIPTION OF EQUIPMENT COVERED - MUST BE INSERTED IN POLICY AND CERTIFICATE

(attach copy of Schedule A, if applicable).

NOTICE OF CANCELLATION - Fleetwood Leasing, L.L.C. must be notified thirty (30) days prior to cancellation of the policy.

Our insurance agent has been contacted and will provide the above coverage and evidence of same will be forwarded to you immediately.

FULTON COUNTY
NAME OF LESSEE

By: X _____
Title

25 DeForest Avenue, Suite 305 Summit, NJ 07901 (908) 522-6622